

DEED OF TRUST

406401
THIS DEED OF TRUST, made this 30th day of September 1981, by and between BURTON BERGERON and BARBARA BERGERON, husband and wife, as Grantors, and FIRST AMERICAN TITLE COMPANY OF NEVADA as Trustee, and GARLIN O. PERRIN and ANITA C. PERRIN, husband and wife as joint tenants with right of survivorship and not as tenants in common, as Beneficiary,

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Lots 1 through 66, PEACEFUL VALLEY SUBDIVISION as shown on the map of said subdivision on file in the office of Eureka County Recorder, Eureka, Nevada on January 5, 1966, File No. 41605.

EXCEPTING THEREFROM any portion of State Highway 51 as it now exists.

FURTHER EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in the said tract, including all gas, coal, oil and oil shale, together with all royalties therefrom, which may exist in the lands as reserved in Deed executed by Dale H. Henion, et ux., recorded in Book 24 of Deeds at page 201, Eureka County, Nevada.

TOGETHER WITH:

1. All buildings and improvements thereon.
2. All and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof.
3. All springs, wells, water, water rights, and stockwater rights appropriated, appurtenant, or decreed to said lands, or any portion thereof; with all applications, proofs, permits, maps and certificates relating to such water and water rights, together with all dams, ditches, diversions, licenses, easements, pipelines, structures, measuring devices, headgates, rights-of-way and controls incidental to, used or relating to the utilization of such water and water rights and applying them to beneficial use, and for the repair, cleaning, replacement, and maintenance of any or all of such facilities and improvements.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated Sept 30 1981, in the principal amount of ELEVEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$11,360.00) with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (10%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

5. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures in this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor, for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitted or required by statute to be mailed to Grantor.

6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference

thereto shall include the masculine, feminine and neuter genders and the singular and plural as indicated by the context and number of parties hereto.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

8. The Grantor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.

9. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of this Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

IN WITNESS THEREOF, the Grantor has executed these presents the day and year first above written.

GRANTORS:

Burton Bergeron
BURTON BERGERON

Barbara Bergeron
BARBARA BERGERON

GRANTOR'S ADDRESS:

P.O. Box 24
Baudette, Minnesota 56623

STATE OF Minnesota)
COUNTY OF Lake of the Woods) SS.

On September 21, 1981, personally appeared before me, a Notary Public, BURTON BERGERON and BARBARA BERGERON, who acknowledged that they executed the above instrument.

Rubelle Towne
NOTARY PUBLIC

RUBELLE TOWNE
Notary Public, Lake of the Woods Co., Minn.
My Commission Expires October 24, 1981



VAUGHAN, HULL & COPENHAVER, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

OFFICIAL RECORDS
ELDERA COUNTY, NEVADA
WILLIS A. DUPONT, RECORDER
FILE NO. 82207
FEE \$ 6.00

81 SEP 30 A10:21

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
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